19-22721-rdd Doc 19-1 Filed 07/01/19 Entered 07/01/19 17:12:01 Exhibit A - Declaration of Erica R. Aisner Pg 1 of 3

KIRBY AISNER & CURLEY LLP	
Proposed Substitute Attorneys for the Debtor	
700 Post Road, Ste. 237	
Scarsdale, New York 10583	
(914) 401-9500	
Erica R. Aisner, Esq.	
UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	Y
In re:	X
HAMPSTEAD GLOBAL, LLC,	Chapter 11 Case No. 19-22721 (RDD)
Debtor.	`
	X

DECLARATION OF ERICA AISNER, ESQ. IN SUPPORT OF APPLICATION TO EMPLOY AND RETAIN KIRBY AISNER & CURLEY LLP AS SUBSTITUE ATTORNEYS FOR DEBTOR, NUNC PRO TUNC, AS OF JUNE 25, 2019

STATE OF NEW YORK)
) S.S.:
COUNTY OF WESTCHESTER)

ERICA AISNER, ESQ., being duly sworn, deposes and says:

- 1. I am an attorney duly admitted to practice before this Court and a partner of the firm Kirby Aisner & Curley LLP ("KAC"), 700 Post Road, Suite 237, Scarsdale, New York 10583.
- 2. I am fully familiar with the facts stated herein and submit this Amended Declaration in support of an order authorizing Hampstead Global, LLC (the "Debtor") to employ and retain the KAC as his substitute attorneys *nunc pro tunc* as of June 25, 2019.
- 3. I have read and I am fully familiar with title 11 of the United States Code, Sections 101, et seq. (the "Bankruptcy Code") and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and I am the partner of the KAC who will be responsible for KAC's representation of the Debtor in this case. I am fully competent to handle whatever might be expected of the Debtor's counsel in this matter.

19-22721-rdd Doc 19-1 Filed 07/01/19 Entered 07/01/19 17:12:01 Exhibit A - Declaration of Erica R. Aisner Pg 2 of 3

4. KAC has never previously represented the Debtor or any affiliate or insider of the

Debtor. As such, KAC is not a creditor of the Debtor or its estate.

5. In preparing this affidavit, a conflict search was conducted which compared a list of

the debtor(s), all known creditors (the "Potential Party List") against KAC's database of all existing

and prior matters and contacts (the "Database"). No parties on the Potential Party List were identified

by KAC, or its members, as current or former clients of the firm or its members, or in any way related

such that KAC could not be opposed to them.

6. Insofar as I have been able to ascertain, KAC is a disinterested party within the meaning

of section 101(14) of the Bankruptcy Code, neither holds nor represents any adverse interest to, and

has no connections to, the Debtor, the Debtor's estate, his creditors or any other party in interest herein

or their respective attorneys and accountants with respect to matters for which KAC is to be engaged,

other than as specifically set forth above.

7. KAC does not have any nonprofessional relationship with, or connection to, the United

States Trustee or any of his or his office's attorneys or employees.

8. KAC has not undertaken and shall not undertake the representation of any insider or

affiliate of the Debtor, absent further Court Order, while KAC is retained to represent the Debtor.

9. KAC has not agreed to share any compensation it may receive with another party or

person, other than with the partners and associates of KAC.

10. Subject to Court approval, compensation will be paid to KAC for services provided on

an hourly basis plus reimbursement of actual, necessary expenses incurred. KAC's 2019 hourly rates

for matters related to these Chapter 11 proceedings are as follows:

Attorneys \$410 to \$525

Paraprofessionals \$150

11. The hourly rates above are subject to periodic adjustment to reflect economic and other

conditions. The hourly rates above are standard, if not below standard rates for work of this nature.

2

19-22721-rdd Doc 19-1 Filed 07/01/19 Entered 07/01/19 17:12:01 Exhibit A -Declaration of Erica R. Aisner Pg 3 of 3

These rates are designed to fairly compensate KAC for the work of its attorneys and paralegals and to

cover fixed routine overhead expenses.

12. It is the KAC's policy to charge its clients in all areas of practice for all expenses

incurred in connection with the client's case. The expenses charged to clients include, telecopier, mail

and express and overnight mail charges, special or hand delivery charges, photocopying charges, travel

expenses, computerized research, and transcription costs. KAC will seek reimbursement of its

expenses as allowed pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy

Rules and Orders of this Court.

13. KAC has received the sum of \$5,000 from Adam Perzow, the Debtor's sole member,

for payment of KAC's legal fees and expenses, incurred by the Debtor, in connection with the proposed

retention.

14. In addition, Cary Perzow the father of the Debtor's principal has personally guaranteed

the payment of all fees and expenses incurred by the Debtor in connection with its representation by

KAC which exceed the retainer paid. Except in the event of conversion or dismissal, the retainer, any

subsequent payment by Cary Perzow under the guaranty and the application of such monies, shall be

subject to approval by the Bankruptcy Court.

Based upon the information available to me, and except as otherwise described herein, 15.

KAC neither holds nor represents any interest adverse to the Debtor, the Debtor's estate or its creditors

as to the matters in which it is to be employed. I believe KAC is a "disinterested person" as defined in

section 101(14) of the Bankruptcy Code. I know of no reason why KAC cannot act as attorneys for the

Debtor.

Dated: Scarsdale, New York

June 25, 2019

/s/ Erica R. Aisner

Erica R. Aisner

3